



2014-15  
MONTHLY  
FINANCIAL REPORT

AS OF  
January 31, 2015

Prepared by: Finance

February 23, 2015  
Cottonwood Heights

The Honorable Mayor and Members of the City Council:

The monthly financial report for the 2014-2015 fiscal year, month ending January 31, 2015 is presented for your review and comment.

**General Fund – Revenue**

Real Property Taxes - Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with annual property tax collections through the end of December. This will be finalized with the annual reconciliation in March.

Sales Tax Collections – Collections for the city occur two months behind the merchant's collection and four months of distribution for fiscal year 2015 have been received. Currently collections are 101.58 percent of the prior year.

E911 Emergency Fees – The City continues to receive a part of the E911 revenues generated on telephones within the City boundaries. We are currently reviewing both sales tax and E911 revenues from the telecomm companies for completeness.

Fee-In-Lieu of Property Taxes – Deferred calendar year 2014 revenues have been posted into fiscal 2015 along with current monthly revenues.

Franchise Taxes (Cable TV) – This revenue source reports and pays on a quarterly basis. This revenue continues to increase slightly year over year.

Transient Room Tax Collections – This tax collection is reported by entities on the same schedule as general sales tax reporting.

Licenses and Permits –Business Licensing' activity is on target and includes permit fees for special events. Building permits have started this year on target. Road Cuts revenues are billed monthly along with over the counter payments. Animal licensing collections are entering their seventh year.

Intergovernmental Revenues – Class C road funds are paid bi-monthly. Liquor Funds are distributed once a year in December and we received a little less than budget. Other Federal

Grants (CDBG) are reimbursed to the City as expenses are submitted for funding.

Charges for Service – Zoning revenues are on target for the year. Billings for annual inspections of short term rentals as part of their annual business licensing have been correctly reflected as July revenue for the fiscal year.

Fines and Forfeitures – Primary revenues from tickets processed through Holladay Justice court are reconciled and collected quarterly.

Miscellaneous/Interest – The interest earnings on our PTIF account with the State Treasurer is split among General Fund and Capital Projects Fund and other designated fund balances. Total earnings in all funds in the PTIF for the fiscal year are \$19,965 and are mostly credited to Capital Projects Fund balance.

### **General Fund – Expenditures**

General Government – All department expenditures are within budgeted amounts. Some departments have large annual expenditures during the first period of the year.

Public Safety - The Public Safety department includes police, fire and ordinance enforcement. The police department is within budget year to date. The fire department is billed quarterly and reflects payments for services through March 31<sup>st</sup>. Ordinance Enforcement is within budget.

Highways & Public Improvements – Public Works expenditures are within budget. Impact Fee Programs include both Storm Water and Transportation fee projects. The Class C Road program budget is primarily for street sweeping and the Terracare Associates roads contract.

Community and Economic Development - All department expenditures are within budget.

Debt Service - The City has a capital lease for leased public safety vehicles. Interest on this debt is accrued to the fiscal year in which it was earned.

### **General Fund - Other Financing Sources and Uses**

Unrestricted General Fund Balance Appropriated – This amended budgeted balance has been budgeted at \$659,586 from fiscal year 2014 fund balance.

Appropriated Beg Balances – Class C Road funds' carried forward from the prior year is zero.

Transfers - Transfers to the Capital Projects fund are budgeted and primarily expended at year-end when available funds are known. There is \$85,000 of budgeted transfer to the CDRA fund.

### **General Fund – Fund Balance**

Fund Balance - The Beginning Balance of Unrestricted funds for fiscal year 2015 is currently estimated at \$2,407,142. Of this amount, the Unrestricted Assigned General Fund Balance is a 6.0 percent reserve of \$924,392. Of the remaining funds, \$659,586 has been appropriated in the current amended budget.

### **Capital Projects – Revenue**

Revenue - Interest calculations are based on the PTIF earnings rate at the State of Utah Treasurer's Pool account for the City. Impact fees are collected on new development permits as they are issued. There is also a budgeted CDBG grant.

### **Capital Projects - Expenditures**

General Government –This budget includes \$17,166,241 for projects and engineering. Various projects are itemized as line items in this report.

### **Capital Projects – Other Financing Sources / Uses**

Transfers from General Fund –Transfers in the fiscal year will be made when annual revenues and expenditures are known and available funds are known at year end.

Reimbursements – Sales Tax Revenue Bonds – These funds come from the Sale Tax Revenue Bonds issued July 2, 2014. Reimbursements of amounts spent in fiscal year 2014 have been reimbursed in fiscal year 2015. Future expenditures that are to be covered by bond proceeds, will be reimbursed as requests are submitted.

Fund Balance Appropriations – Restricted Impact Funds of \$128,472 for both Storm Water and Transportation impact fees have been appropriated. The unrestricted fund balance has been amended to \$2,250,717 and is most of the prior year's ending fund balance. All prior budgeted capital projects amounts that were unspent in fiscal year 2014 have been reviewed and re-appropriated through budget amendments in 2015.

### **Employee Benefits Fund – an Internal Service Fund**

The purpose of this fund is to pay as you go with regards to employee's accrued benefits. This report shows the total balance in the PTO liability account from the prior fiscal year-end. The year-end calculated amount of the potential future liability of lump sum payouts is funded each year. By doing so the City should never find itself with an unexpected or unfunded employee benefit liability. This was funded \$1,597.01 in FY 2014 based on actual accrued employee PTO (Personal Time Off) and is budgeted to receive an additional \$104,371 funding at year-end. Current funded liability balance is \$317,628.


### **Community Development and Renewal Agency**

The purpose of this fund is to account for activity of the Interlocal Agreement between the City and the Canyon Centre Community Development Project Area. Our first distribution of CDRA revenue has been received. There is an amended budgeted transfer from the General Fund for \$85,000.

### **Community Events & Activity Summary**

This report is a compilation of various activities that are tracked to collect data by project or activity. The amounts shown are as of the date of the report.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve Fawcett", with a long horizontal line extending to the right.

Steve Fawcett  
Finance Director  
Cottonwood Heights  
*"City between the Canyons"*

COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING JANUARY 31, 2015

REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>TAXES</b>							
REAL PROPERTY TAXES	\$ 6,589,477	\$ 6,589,477	\$ 90,060	\$ 6,511,959	\$ -	\$ (77,518)	99%
GENERAL SALES AND USE TAXES	5,300,000	5,300,000	401,685	2,145,826	-	(3,154,174)	40%
E911 EMERGENCY TELEPHONE FEES	285,000	285,000	24,549	118,887	-	(146,113)	45%
FEE-IN-LIEU OF PROPERTY TAXES	390,000	390,000	28,273	367,328	-	(22,672)	94%
FRANCHISE TAXES - CABLE TV	331,700	331,700	76,143	150,282	-	(181,418)	45%
INKEEPER TAX	25,000	25,000	980	5,612	-	(19,388)	22%
<b>TOTAL TAXES</b>	<b>12,901,177</b>	<b>12,901,177</b>	<b>621,690</b>	<b>9,299,895</b>	<b>-</b>	<b>(3,601,282)</b>	<b>72%</b>
<b>LICENSES AND PERMITS</b>							
BUSINESS LICENSES AND PERMITS	220,000	220,000	46,226	177,082	-	(42,918)	80%
BUILDINGS, STRUCTURES AND EQUIPMENT	405,600	405,600	23,349	189,165	-	(216,436)	47%
ROAD CUT FEES	35,000	35,000	1,625	13,550	-	(21,450)	39%
ANIMAL LICENSES	10,000	10,000	714	6,326	-	(3,674)	63%
<b>TOTAL LICENSES AND PERMITS</b>	<b>670,600</b>	<b>670,600</b>	<b>71,914</b>	<b>386,122</b>	<b>-</b>	<b>(284,478)</b>	<b>58%</b>
<b>INTERGOVERNMENTAL REVENUE</b>							
FEDERAL GRANTS	-	-	-	-	-	-	0%
JUSTICE ASSISTANCE GRANT	-	-	6,741	6,741	-	6,741	0%
BVP - Bullet Proof Vest Program	-	-	-	-	-	-	0%
CRIME VICTIM ASSISTANCE GRANT	20,000	20,000	-	8,075	-	(11,925)	40%
STATE GRANTS	-	1,600	-	1,600	-	-	100%
STATE EMERG MGT PLANNING GRANT	-	-	-	2,505	-	2,505	0%
HOMELAND SECURITY GRANTS	-	-	1,217	1,217	-	1,217	0%
STATE CLICK IT TICKET	-	-	-	-	-	-	0%
STATE SAFETY REST. GRANT	-	-	-	-	-	-	0%
HIGHWAY SAFTEY DUI OT GRANT	-	17,426	11,011	28,437	-	11,011	163%
JUV ALC ENF - EZ GRANT	-	-	700	700	-	700	0%
CLASS C ROADS	1,090,000	1,090,000	173,076	700,390	-	(389,610)	64%
LIQUOR FUND ALLOTMENT	45,000	45,000	-	42,986	-	(2,014)	96%
LOCAL GRANTS	-	8,227	-	6,637	-	(1,590)	0%
MISC LOCAL GRANTS	-	-	977	2,567	-	-	0%
ULGT GRANT	-	-	-	-	-	-	0%
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>1,155,000</b>	<b>1,182,253</b>	<b>193,721</b>	<b>801,855</b>	<b>-</b>	<b>(382,965)</b>	<b>68%</b>
<b>CHARGES FOR SERVICE</b>							
ZONING AND SUB-DIVISION FEES	60,000	60,000	675	54,662	-	(5,339)	91%
SALE OF MAPS AND PUBLICATIONS	-	-	-	36	-	36	0%
VARIOUS OTHER FEES	5,500	5,500	200	3,300	-	(2,200)	60%
<b>TOTAL CHARGES FOR SERVICE</b>	<b>65,500</b>	<b>65,500</b>	<b>875</b>	<b>57,998</b>	<b>-</b>	<b>(7,503)</b>	<b>89%</b>

COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING JANUARY 31, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>FINES AND FORFEITURES</b>							
COURTS FINES	535,000	535,000	117,892	241,724	-	(293,276)	45%
FORFEITURES	-	-	-	8,251	-	8,251	0%
<b>TOTAL FINES AND FORFEITURES</b>	<b>535,000</b>	<b>535,000</b>	<b>117,892</b>	<b>249,975</b>	<b>-</b>	<b>(285,025)</b>	<b>47%</b>
<b>MISCELLANEOUS REVENUE</b>							
INTEREST REVENUES	14,000	14,000	(257)	(2,808)	-	(16,808)	-20%
MISCELLANEOUS REVENUES	35,853	37,353	(62,414)	62,414	-	25,061	167%
SALE OF SURPLUS ASSETS	-	16,300	3,538	18,824	-	2,524	0%
POLICE RECORDS REVENUES	15,000	15,000	990	4,745	-	(10,255)	32%
EVENT REVENUES	14,401	28,543	-	22,263	-	(6,280)	78%
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>79,254</b>	<b>111,196</b>	<b>(58,142)</b>	<b>105,437</b>	<b>-</b>	<b>(5,758)</b>	<b>95%</b>
<b>TOTAL REVENUES</b>	<b>\$ 15,406,531</b>	<b>\$ 15,465,726</b>	<b>\$ 947,949</b>	<b>\$ 10,901,282</b>	<b>\$ -</b>	<b>\$ (4,564,444)</b>	<b>70%</b>
<b>EXPENDITURES</b>							
<b>GENERAL GOVERNMENT</b>							
<b>LEGISLATIVE</b>							
MAYOR & CITY COUNCIL	\$ 540,108	\$ 570,108	\$ 26,467	\$ 345,808	\$ -	\$ 224,300	61%
PLANNING COMMISSION	6,000	6,000	173	2,012	-	3,988	34%
LEGISLATIVE COMMITTEES & SPECIAL BODIES	144,000	196,448	6,815	129,477	-	66,971	66%
<b>TOTAL LEGISLATIVE</b>	<b>690,108</b>	<b>772,556</b>	<b>33,456</b>	<b>477,298</b>	<b>-</b>	<b>295,258</b>	<b>62%</b>
<b>JUDICIAL</b>							
COURTS & CITY PROSECUTOR & DEFENDER	365,000	365,000	96,039	170,976	-	194,024	47%
LIQUOR TAX FUNDS	35,000	35,000	-	-	-	35,000	0%
<b>TOTAL JUDICIAL</b>	<b>400,000</b>	<b>400,000</b>	<b>96,039</b>	<b>170,976</b>	<b>-</b>	<b>229,024</b>	<b>43%</b>
<b>EXECUTIVE AND CENTRAL STAFF</b>							
CITY MANAGER & GENERAL GOVERNMENT	716,590	716,590	76,229	427,536	-	289,054	60%
CITY MANAGER - EMERGENCY MANAGEMENT	30,600	37,238	-	2,955	-	34,283	8%
INFORMATION TECHNOLOGY	137,100	172,100	8,367	64,029	6,000	102,071	0%
<b>TOTAL EXECUTIVE &amp; CENTRAL STAFF</b>	<b>884,290</b>	<b>925,928</b>	<b>84,596</b>	<b>494,519</b>	<b>6,000</b>	<b>425,408</b>	<b>53%</b>
<b>ADMINISTRATIVE AGENCIES</b>							
FINANCE	377,381	377,381	41,777	225,659	-	151,723	60%
ATTORNEY	227,482	227,482	16,246	133,587	-	93,895	59%
ADMINISTRATIVE SERVICES/RECORDER	462,367	462,367	55,729	294,735	-	167,631	64%
ELECTIONS	-	-	-	-	-	-	0%
<b>TOTAL ADMINISTRATIVE AGENCIES</b>	<b>1,067,230</b>	<b>1,067,230</b>	<b>113,751</b>	<b>653,981</b>	<b>-</b>	<b>413,249</b>	<b>61%</b>
<b>TOTAL GENERAL GOVERNMENT</b>	<b>3,041,628</b>	<b>3,165,714</b>	<b>327,842</b>	<b>1,796,775</b>	<b>6,000</b>	<b>1,362,939</b>	<b>57%</b>



COTTONWOOD HEIGHTS  
11 - GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FISCAL PERIOD ENDING JANUARY 31, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>PUBLIC SAFETY</b>							
POLICE	5,249,542	5,284,768	622,145	3,240,867	25,054	2,018,848	61%
FIRE	3,466,008	3,466,008	833,925	2,598,987	-	867,021	75%
ORDINANCE ENFORCEMENT	153,882	153,882	17,104	91,995	-	61,887	60%
<b>TOTAL PUBLIC SAFETY</b>	<b>8,869,433</b>	<b>8,904,659</b>	<b>1,473,174</b>	<b>5,931,849</b>	<b>25,054</b>	<b>2,947,756</b>	<b>67%</b>
<b>HIGHWAYS AND PUBLIC IMPROVEMENTS</b>							
PUBLIC WORKS (NON-CLASS C)	1,444,425	1,483,742	212,174	828,754	-	654,988	56%
CLASS C ROAD PROGRAM	1,090,000	1,090,000	81,012	555,322	-	534,678	51%
<b>TOTAL HIGHWAYS AND PUBLIC IMPROVEMENT</b>	<b>2,534,425</b>	<b>2,573,742</b>	<b>293,186</b>	<b>1,384,076</b>	<b>-</b>	<b>1,189,666</b>	<b>54%</b>
<b>COMMUNITY AND ECONOMIC DEVELOPMENT</b>							
COMMUNITY AND ECONOMIC DEVELOPMENT	70,000	84,090	3,140	42,224	-	41,866	50%
PLANNING	445,632	445,632	46,904	267,358	-	178,273	60%
ENGINEERING	560,000	560,000	5,564	194,594	-	365,406	35%
<b>TOTAL COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>	<b>1,075,632</b>	<b>1,089,722</b>	<b>55,608</b>	<b>504,176</b>	<b>-</b>	<b>585,545</b>	<b>46%</b>
<b>DEBT SERVICE</b>							
INTEREST AND PRINCIPAL	356,476	356,476	-	11,682	-	344,794	3%
<b>TOTAL DEBT SERVICE</b>	<b>356,476</b>	<b>356,476</b>	<b>-</b>	<b>11,682</b>	<b>-</b>	<b>344,794</b>	<b>3%</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 15,877,593</b>	<b>\$ 16,090,311</b>	<b>\$ 2,149,810</b>	<b>\$ 9,628,558</b>	<b>\$ 31,054</b>	<b>\$ 6,430,700</b>	<b>60%</b>
<b>EXCESS (DEFIC) OF REVENUES OVER EXPENDITURES</b>	<b>\$ (471,062)</b>	<b>\$ (624,586)</b>	<b>\$ (1,201,861)</b>	<b>\$ 1,272,724</b>	<b>\$ (31,054)</b>	<b>\$ 1,866,256</b>	
<b>OTHER FINANCING SOURCES</b>							
TRANSFER FROM CAPITAL IMPROVEMENT FUND	-	50,000	-	-	-	(50,000)	0%
UNRESTRICTED GENERAL FUND BEG BAL APPROPRIATE	471,063	659,586	-	659,586	-	0	100%
RESTRICTED CLASS C ROADS BEG BAL (estimated)	-	-	-	-	-	-	0%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>471,063</b>	<b>709,586</b>	<b>-</b>	<b>659,586</b>	<b>-</b>	<b>(50,000)</b>	<b>93%</b>
<b>Subtotal Available Revenues &amp; Sources</b>	<b>0</b>	<b>85,000</b>	<b>(1,201,861)</b>	<b>1,932,310</b>	<b>(31,054)</b>	<b>1,816,257</b>	
CAPITAL LEASE - PUBLIC SAFETY	-	-	-	1,486,565	-	1,486,565	0%
TRANSFER TO CAPITAL IMPROVEMENT FUND - Class C Ro	-	-	-	-	-	-	0%
TRANSFER TO CDRA Fund	-	85,000	-	-	-	(85,000)	0%
<b>TOTAL OTHER FINANCING USES</b>	<b>-</b>	<b>85,000</b>	<b>-</b>	<b>1,486,565</b>	<b>-</b>	<b>1,401,565</b>	<b>0%</b>
CURRENT CHANGE IN FUND BALANCE	0	(0)	(1,201,861)	445,745	(31,054)	414,692	
UNRESTRICTED GENERAL FUND BALANCE - unappropriated	-	-	-	-	-	-	0%
UNRESTRICTED ASSIGNED GENERAL FUND 6%	899,412	924,392	-	-	-	(924,392)	0%
<b>FUND BALANCE - "EXPECTED"</b>	<b>\$ 899,412</b>	<b>\$ 924,392</b>	<b>\$ (1,201,861)</b>	<b>\$ 445,745</b>	<b>\$ (31,054)</b>	<b>\$ (509,700)</b>	<b>48%</b>
<b>Fund Balance Expected:</b>							
Unrestricted Assigned General Fund 6 %	\$ 899,412	\$ 924,392	\$ (1,201,861)	\$ -	\$ (31,054)	(924,392)	100%
Unrestricted Unassigned General Fund (Current Estimate)	\$ 0	\$ -	\$ (1,201,861)	\$ 445,745	\$ (31,054)	\$ 414,692	

FOR ADMINISTRATION USE ONLY

59% OF THE FISCAL YEAR HAS ELAPSED



Cottonwood Heights  
45 - Capital Projects Fund  
Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual  
For the Fiscal Period Ending January 31, 2015

REVENUES	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
FEDERAL GRANT - CDBG	\$ 121,051	\$ 121,051	\$ -	\$ -	\$ -	\$ (121,051)	0%
STATE GRANT	-	-	-	-	-	-	0%
LOCAL GRANT REVENUE	-	-	-	-	-	-	0%
IMPACT FEES - CURRENT YEAR COLLECTIONS	50,000	50,000	4,362	18,698	-	31,302	0%
INTEREST REVENUES	30,000	30,000	2,370	17,562	-	(12,438)	59%
PRIVATE HOA CONTRIBUTION	-	90,000	-	-	-	(90,000)	0%
<b>TOTAL REVENUES</b>	<b>201,051</b>	<b>291,051</b>	<b>6,732</b>	<b>36,260</b>	<b>-</b>	<b>(192,187)</b>	<b>12%</b>
<b>EXPENDITURES</b>							
CAPITAL PLAN EXPENDITURES							
PAVEMENT MGMT - ROAD CONSTRUCTION	966,926	748,721	-	505,817	-	242,904	68%
ADA RAMPS	121,051	125,556	4,505	4,505	-	121,051	4%
INTERSECTION IMPROVEMENTS	-	364,848	1,921	15,294	-	349,554	4%
STORM DRAIN IMPROVEMENTS	25,000	-	-	-	-	-	0%
CROSS GUTTER REPLACEMENT	-	40,304	-	304	-	40,000	1%
STORM WATER PLAN UPDATE	-	-	(8,365)	(8,365)	-	8,365	0%
SIDEWALK REPLACEMENT	-	50,000	8,714	34,971	-	15,029	70%
PUBLIC WORKS SITE	1,956,500	2,056,500	978	13,210	-	2,043,290	1%
BENGAL BLVD	1,351,470	1,263,748	1,588	10,238	-	1,253,510	1%
SAFE SIDEWALKS (7200 South)	-	40,000	-	39,752	-	248	99%
HAZARD MITIGATION	-	75,000	30,389	75,000	-	-	100%
1700 E RECONSTRUCTION	-	190,537	121,442	190,537	-	-	100%
UNION PK LANDSCAPE/ACMgmt	-	105,787	-	105,787	-	-	100%
FT UNION PARK & RIDE	925,000	1,154,635	5,329	929,206	-	225,429	80%
TRAFFIC ADAPTIVE	-	126,800	-	1,740	-	125,060	0%
HIGHLAND DR ACCESS RAMP	-	25,000	-	-	-	25,000	0%
3000 EAST WALL CONSTRUCTION	-	129,000	-	128,972	-	28	0%
BROWN SANFORD INV & ASSESSMENT	30,000	30,000	-	-	-	30,000	0%
PROSPECTOR STREET LIGHTS	-	25,000	-	-	-	25,000	0%
TONI CIRCLE SCHOOL ZONE	-	35,000	30,469	32,704	-	2,296	93%
PINE CREEK LANE EXT	-	26,514	-	26,514	-	(0)	100%
MISCELLANEOUS SMALL PROJECTS	-	-	-	-	-	-	0%
CITY MUNICIPAL CENTER	10,460,959	10,553,291	6,675	348,422	-	10,204,869	3%
<b>TOTAL EXPENDITURES</b>	<b>15,836,906</b>	<b>17,166,241</b>	<b>203,644</b>	<b>2,454,608</b>	<b>-</b>	<b>14,711,633</b>	<b>14%</b>
<b>OTHER FINANCING SOURCES (USES)</b>							
TRANSFERS FROM GENERAL FUND	-	-	-	-	-	-	0%
TRANSFERS FROM GENERAL FUND - Class C	-	-	-	-	-	-	0%
RESTRICTED IMPACT FUNDS	-	128,472	-	-	-	128,472	100%
REIMBURSEMENTS - SALES TAX REVENUE BOND	-	14,496,000	-	3,937,833	-	10,558,167	0%
UNRESTRICTED ASSIGNED CIP FUND - appropriated	15,635,855	2,250,717	-	-	-	2,250,717	0%
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>15,635,855</b>	<b>16,875,189</b>	<b>-</b>	<b>3,937,833</b>	<b>-</b>	<b>12,937,356</b>	<b>23%</b>
<b>Fund Balance Expected:</b>							
<b>CIP Fund Balance remaining</b>	<b>\$ (0)</b>	<b>\$ (0)</b>	<b>\$ (196,912)</b>	<b>\$ 1,519,485</b>	<b>\$ -</b>	<b>\$ 1,519,485</b>	<b>0%</b>

Cottonwood Heights  
65-Employee Benefits Fund (an Internal Service Fund)  
Statement of Revenues, Expenditures January 31, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>OPERATING REVENUES</b>							
CHARGES FOR EMPLOYEE BENEFITS	\$ 104,371	\$ 104,371	\$ -	\$ -	\$ -	\$ (104,371)	0%
	104,371	104,371	-	-	-	(104,371)	0%
<b>OPERATING EXPENSES</b>							
EMPLOYEE BENEFIT ACCRUALS	105,271	105,271	-	-	-	105,271	0%
	105,271	105,271	-	-	-	105,271	0%
<b>OPERATING INCOME (LOSS)</b>	(900)	(900)	-	-	-	900	0%
<b>NON-OPERATING REVENUES</b>							
INTEREST REVENUES	900	900	142	916	-	16	102%
<b>NON-OPERATING INCOME (LOSS)</b>	900	900	142	916	-	16	102%
Change in Net Position	\$ -	\$ -	\$ 142	\$ 916	\$ -	\$ 916	0%
NOTE: Balance of <u>Liability Account</u>							
<b>NET ACCUMULATED LIABILITY - BEGINNING OF FY</b>		\$ 317,628					
ACCRUED FUTURE LIABILITY ADDED FY2015		105,271					
<b>NET ACCUMULATED LIABILITY - ENDING OF FY</b>		\$ 422,899					

\*\*Calculations & Accruals made at year-end.

Cottonwood Heights  
21-Special Revenue Fund - CDRA  
Statement of Revenues, Expenditures January 31, 2015

DESCRIPTION	ADOPTED BUDGET	AMENDED BUDGET	CURRENT MONTH ACTUAL	YTD ACTUAL	OUTSTANDING CURRENT YTD ENCUMBRANCE	BUDGET VARIANCE POS (NEG)	YTD ACTUAL % OF AMENDED BUDGET
<b>EXPENDITURES</b>							
CDRA - Canyons Center	\$ -	\$ 85,000	\$ 3,236	\$ 64,272	\$ -	\$ (20,728)	0%
<b>TOTAL EXPENDITURES</b>	-	85,000	3,236	64,272	-	(20,728)	0%
<b>OTHER FINANCING SOURCES (USES)</b>							
TRANSFERS FROM GENERAL FUND	-	85,000	-	-	-	85,000	0%
TAX INCREMENT FROM GENERAL FUND	-	-	-	1,095	-	(1,095)	0%
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	-	85,000	-	1,095	-	83,905	0%
<b>FUND BALANCE - "EXPECTED"</b>	\$ -	\$ -	\$ 3,236	\$ 63,177	\$ -	\$ (104,633)	0%

FOR ADMINISTRATION USE ONLY

59% OF THE FISCAL YEAR HAS ELAPSED

2/23/2015 12:18 PM 1

January Activity Report

Activity Number	Activity Name	Adopted Fiscal Year Budget	Changes to Fiscal Year Budget	Modified Fiscal Year Budget	YTD Expenses	YTD Reimbursements or Revenue	Remaining Budget
401	Activity-Neighborhood Watch	500.00	0.00	500.00	0.00	0.00	500.00
700	Events-Misc. City	4,750.00	0.00	4,750.00	768.33	0.00	3,981.67
702	Events-Meet the Candidates (YCC Sponsor)	500.00	0.00	500.00	0.00	0.00	500.00
703	Events-Halloween Event	750.00	0.00	750.00	744.20	0.00	5.80
704	Events-Emergency Fair	5,000.00	0.00	5,000.00	4,647.52	0.00	352.48
733	Events-CWHPRSA Hosting/Sponsor Contract	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
718	Events-CWHPRC Adult Tennis Classic Sponsorship	1,500.00	0.00	1,500.00	1,500.00	0.00	0.00
719	Events-CWHPRC Movie in the Park Sponsorship	3,000.00	0.00	3,000.00	2,000.00	0.00	1,000.00
721	Events-CWHPRC Turkey Day Run Sponsorship	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
710	Events-Youth City Council	5,000.00	0.00	5,000.00	2,086.18	-400.00 RV	2,913.82
711	Events-City Birthday Party	15,000.00	10,000.00 2	25,000.00	27,289.81	0.00	-2,289.81
713	Events-Bark in the Park/Pooch Plunge	4,000.00	0.00	4,000.00	2,810.83	0.00	1,189.17
716	Events-Easter Egg Hunt	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00
724	Events-Butterville Days and Float	52,000.00	0.00	52,000.00	70,148.57	-17,533.00 RB	-615.57
724	Events-Butterville Days Taxable Sales	0.00	0.00	0.00	0.00	-3,717.00 RV	NA
725	Events-History Committee	2,500.00	0.00	2,500.00	2,184.44	0.00	315.56
734	Events-History Markers along Big Cottonwood Trail	8,000.00	0.00	8,000.00	0.00	0.00	8,000.00
726	Events-Biking Committee	500.00	0.00	500.00	0.00	0.00	500.00
727	Events-Arts Council Play	10,000.00	0.00	10,000.00	15,419.24	0.00 RB	-5,419.24
727	Events-Arts Council Play Reimbursements/Ticket Sales	0.00	13,427.00 3	13,427.00	0.00	-13,427.00 RV	13,427.00
727	Events-Arts Council Play Taxable Sales	0.00	714.75 3	714.75	0.00	-714.75 RV	714.75
732	Events-Arts Council Non Play Activities	0.00	26,706.15 1	26,706.15	8,584.83	0.00 RV	18,121.32
206	Grants-2014 On-Stage State Arts Grant	0.00	1,600.00 2	1,600.00	1,600.00	-1,600.00 RV	1,600.00
730	Events-Volunteer Recognition	5,500.00	0.00	5,500.00	4,582.11	0.00	917.89
731	Events-City Banner Program	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00
Total		144,000.00	52,447.90	196,447.90	159,366.06	-37,391.75	56,214.84

1 Budget Amendment-FY2014 carryover

2 Budget Amendment-Other

3 Budget Amendment-FY2015 budget earned revenue

**Capital Projects**

See report on Capital Projects fund 45



# COTTONWOOD HEIGHTS



JANUARY 2015 FIRE REPORT





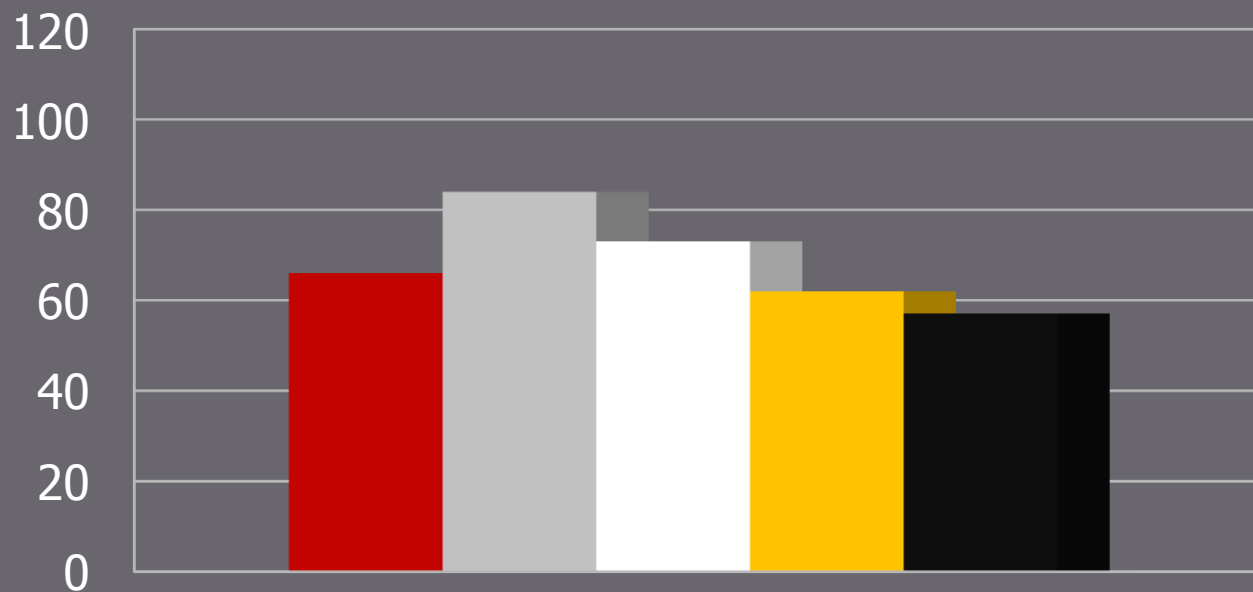
# January Monthly Call Volume

	Station	Staffing	Fire	Medical	Total
1	Station 101, West Millcreek 790 East 3900 South	7*	48	323	371
2	Station 118, Taylorsville 5317 South 2700 West	5	28	172	200
3	Station 117, Taylorsville 4545 South Redwood Road	5	26	164	190
4	Station 110, Cottonwood Heights 1790 South Ft. Union Blvd.	5	39	150	189
5	Station 126, Midvale 607 East 7200 South	3	23	157	180
6	Station 125, Midvale 7683 South Holden St.	3	22	142	164
7	Station 109, Kearns 4444 West 5400 South	5	18	137	155
8	Station 104, Holladay 4626 South Holladay Blvd.	5	33	117	150
9	Station 105, Draper 780 East 12300 South	3	29	102	131
10	Station 106, East Millcreek 1911 East 3300 South	5	18	110	128
11	Station 114, Draper 14324 South 550 East	3	15	96	111
12	Station 107, Kearns 6305 South 5600 West	4	17	93	110
13	Station 112, Olympus 3612 East Jupiter Drive	5	17	89	106
14	Station 111, Magna 8215 West 3500 South	5	13	73	86
15	Station 116, Cottonwood Heights 8303 South Wasatch Blvd.	4	18	65	83
16	Station 123, Herriman 4850 West Mt. Ogden Peak Dr.	5*	19	59	78
17	Station 124, East Riverton 12662 S. 1300 W.	4	12	64	76
18	Station 121, Riverton 4146 West 12600 South	5	214	50	74
19	Station 102, Magna 8609 West 2700 South	4	17	53	70
20	Station 103, Herriman 5916 West 13100 South	3	18	44	62
21	Station 252, Eagle Mountain 3785 E. Pony Express Parkway	3*	17	33	50
22	Station 120, Riverton 13000 South 2700 West	4*	13	21	34
23	Station 113, Little Cottonwood 9523 East Bypass Road	3	1	31	32
24	Station 108, Big Cottonwood 7688 South State Road 190	3	1	26	27
25	Station 122, Draper 14903 South Deer Ridge Road	3*	4	16	20
26	Station 251, Eagle Mountain 1680 E Heritage Drive	3*	9	11	20
27	Station 115, Copperton 8495 West State Road 48	3	1	7	8
28	Station 119, Emigration 5025 East State Road 65	3	1	1	2
	*Part-time Firefighter		691	2406	2907



# Fire Calls

Average: 68.4

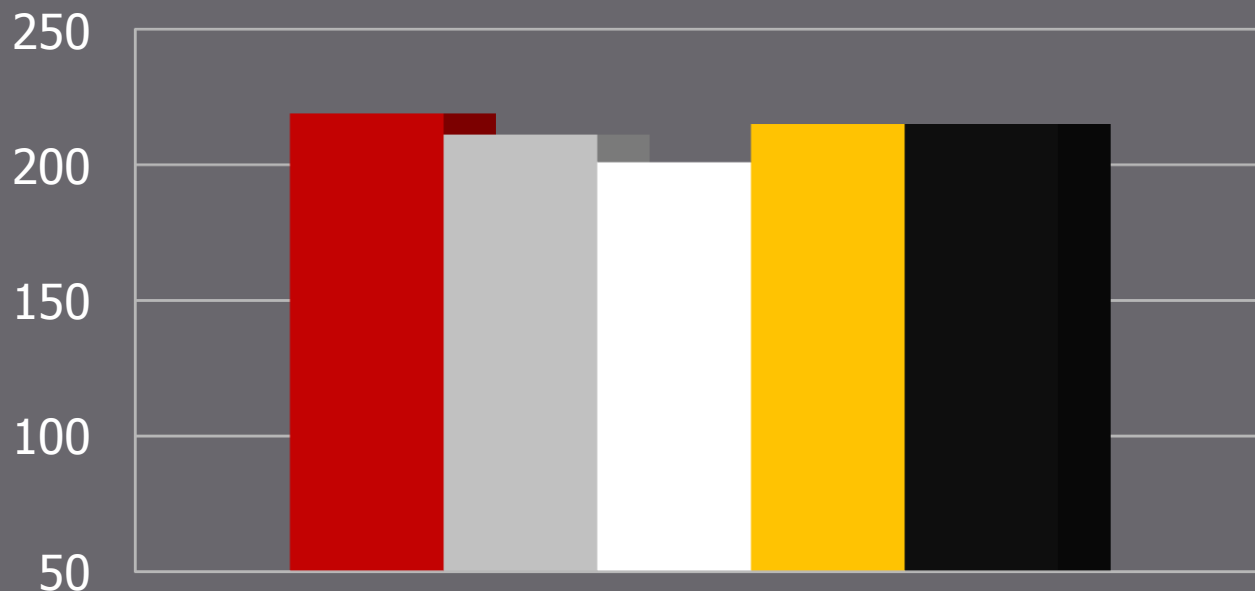


January 2011	66
January 2012	84
January 2013	73
January 2014	62
January 2015	57



# Medical Calls

Average: 212.2



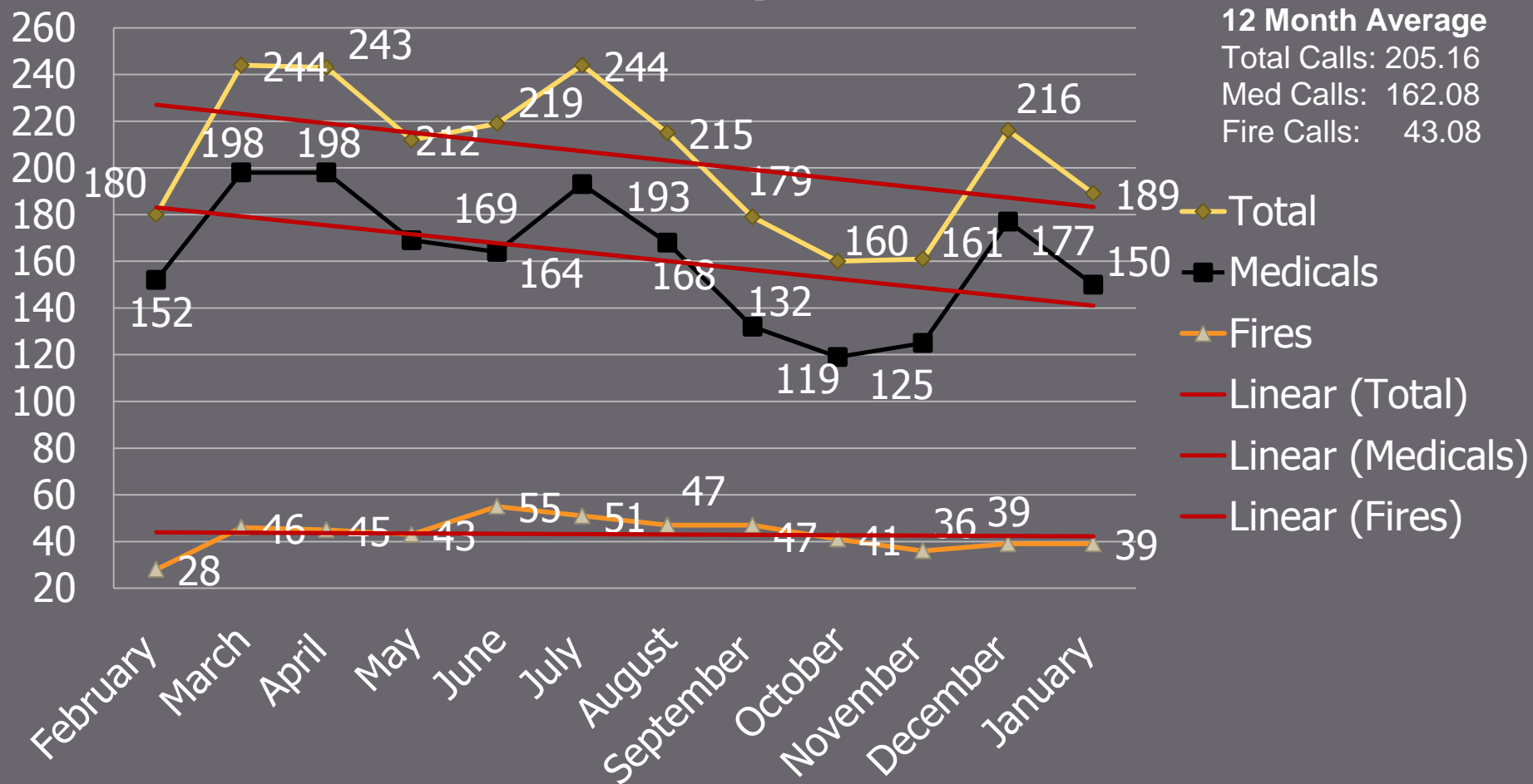
January 2011	219
January 2012	211
January 2013	201
January 2014	215
January 2015	215





# Station 110

## Calls By Month





# Station 116

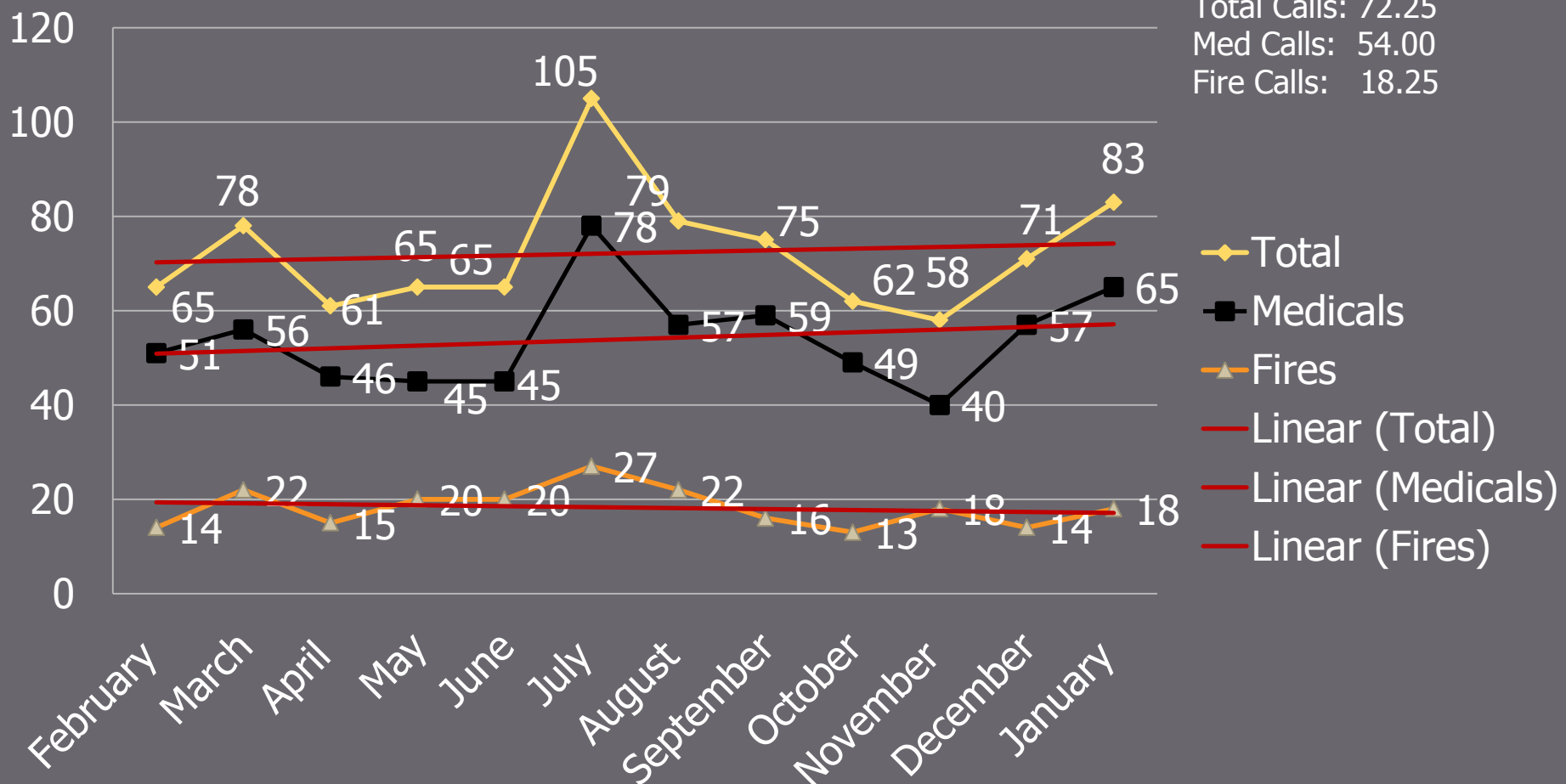
## Calls By Month

### 12 Month Average

Total Calls: 72.25

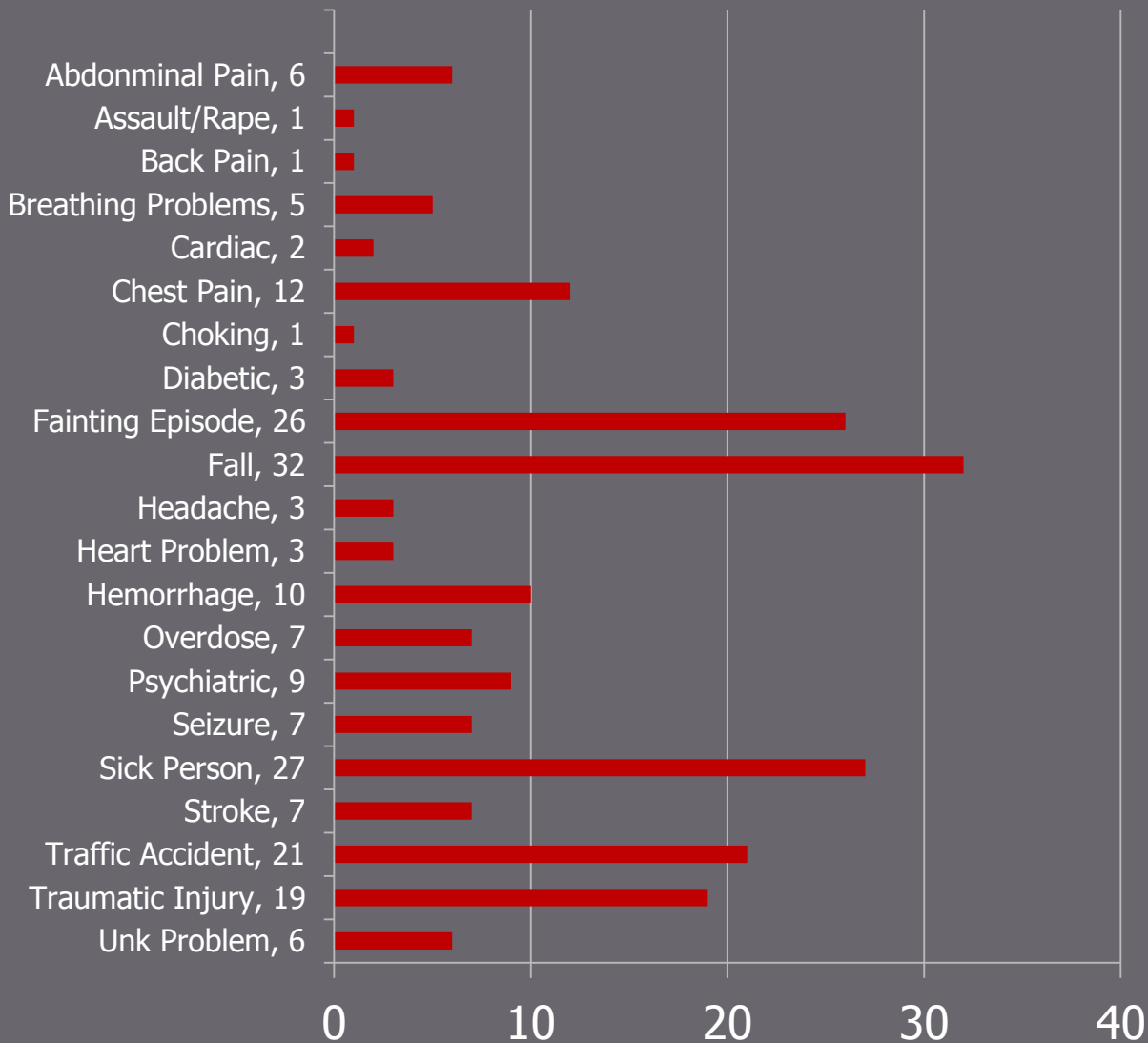
Med Calls: 54.00

Fire Calls: 18.25



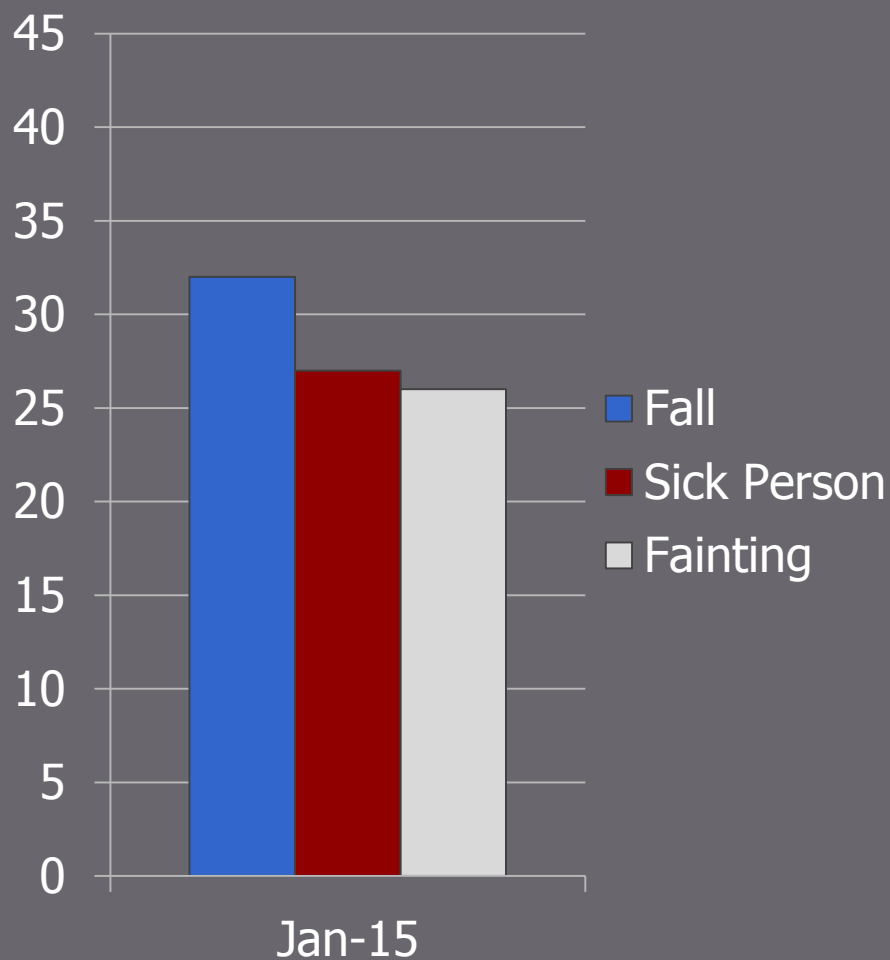
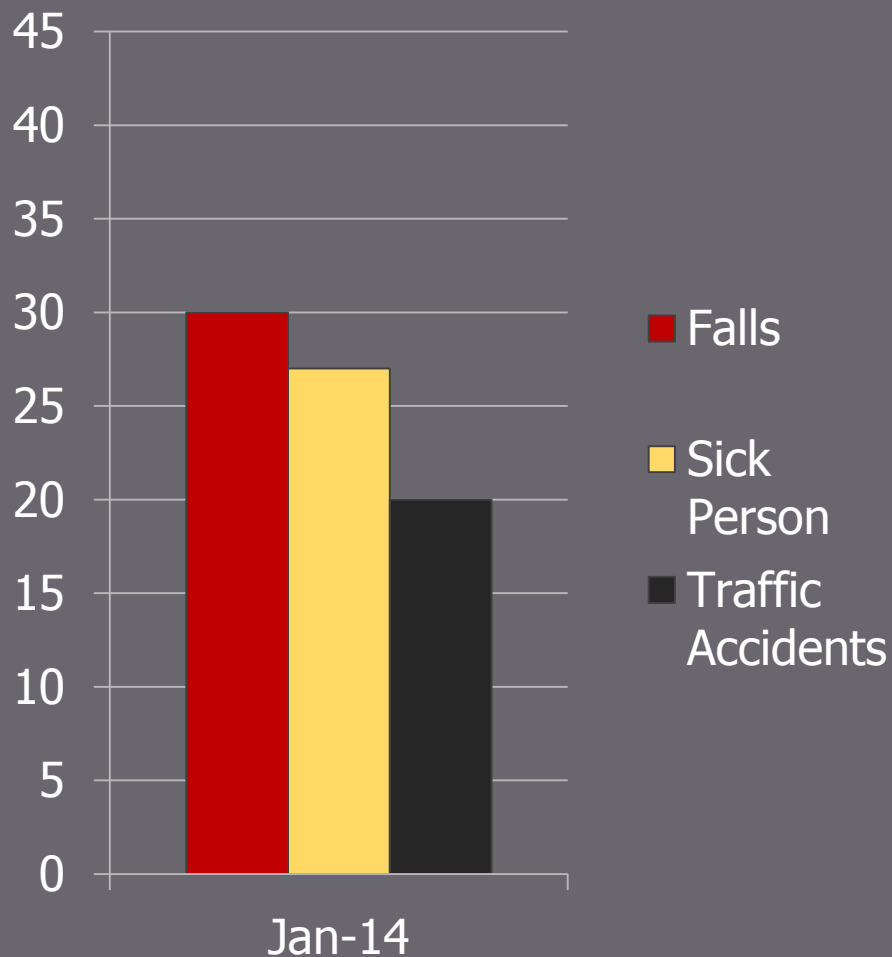


# January Medical Calls



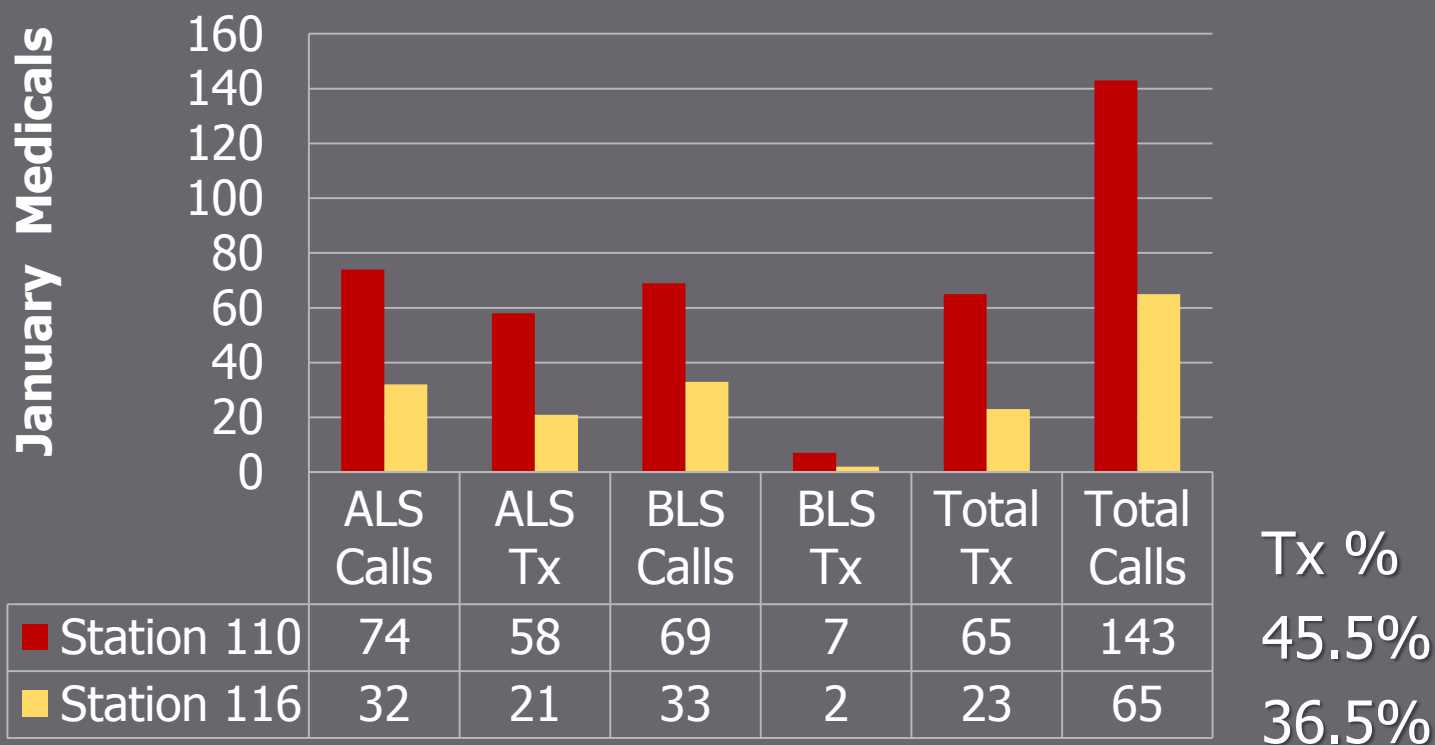


# Medical Call Comparison





# Ambulance Transports





# Station 110

## Ambulance Transports

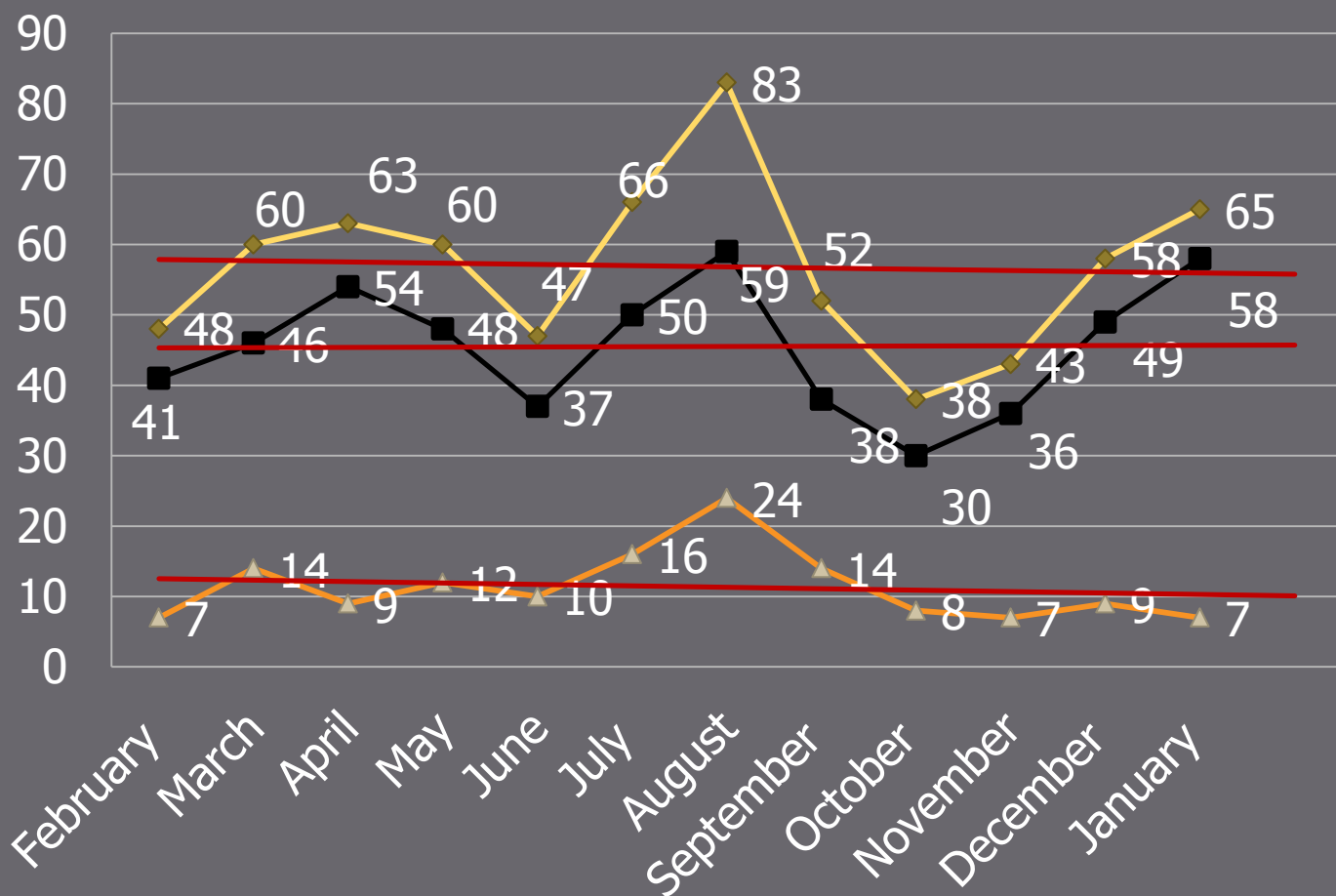
### Calls By Month

#### 12 Month Average

Total Tx: 56.91

ALS Tx: 45.50

BLS Tx: 11.41



◆ Total Tx

■ ALS Tx

▲ BLS Tx

— Linear (Total Tx)

— Linear (ALS Tx)

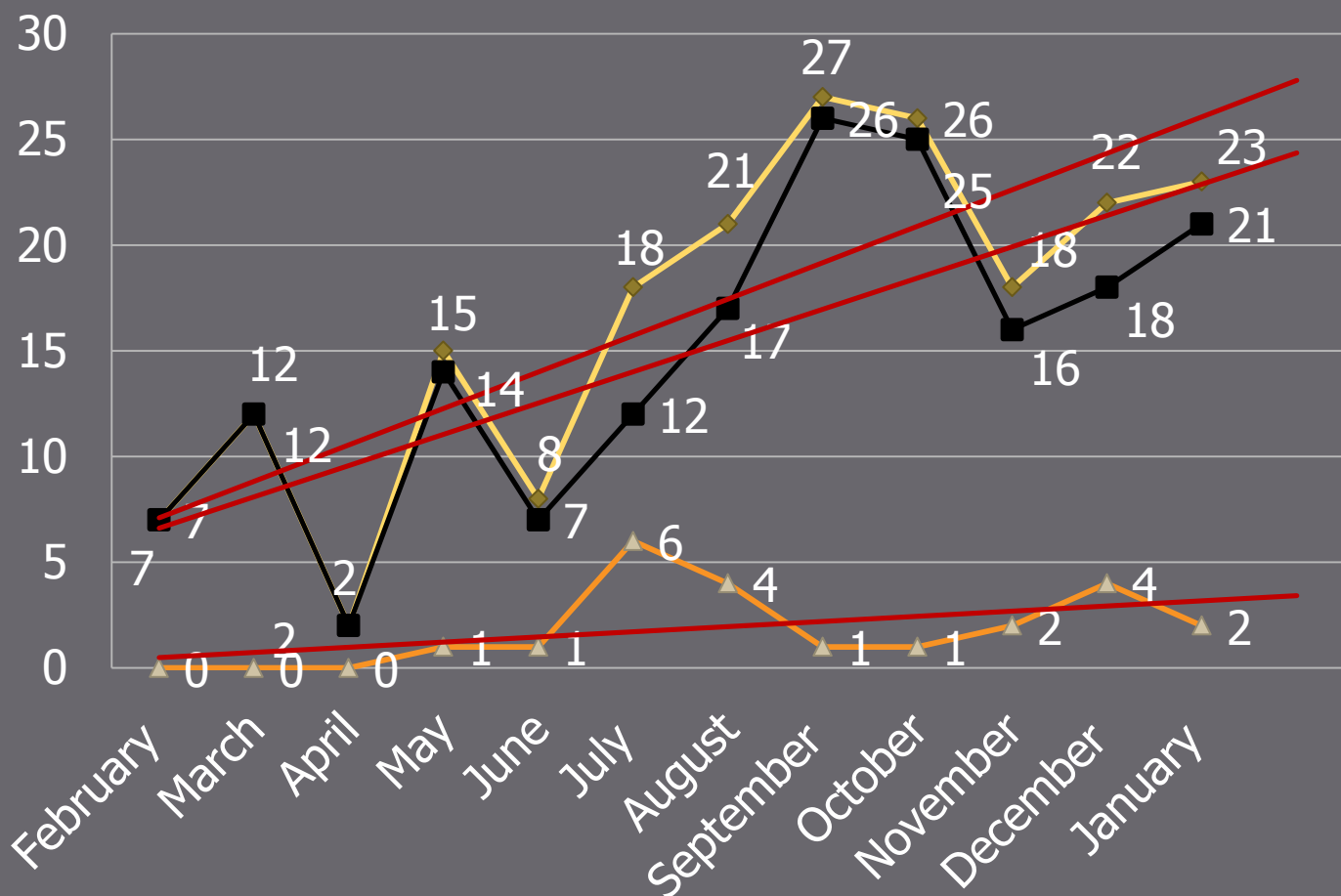
— Linear (BLS Tx)



# Station 116

## Ambulance Transports

### Calls By Month



### 12 Month Average

Total Tx: 16.58

ALS Tx: 14.75

BLS Tx: 1.83

◆ Total Tx

■ ALS Tx

▲ BLS Tx

— Linear (Total Tx)

— Linear (ALS Tx)

— Linear (BLS Tx)





# Customer Service Station 110 and 116

## **Station 110**

Two Paramedic Student Ride Alongs  
Vortex Training  
Battalion Training  
One High School Intern Ride Along

## **Station 116**

Battalion Training  
Avalanche Training  
LMS Training  
One Station Tour



# Safety Message

## EMERGENCY?

Is there an emergency and you need to call 9-1-1? Here is some very important information that you need to be aware of before you make the call. Dispatch centers face several challenges due to the increasing use of cell phones and landline billing addresses:

1. When calling 9-1-1 from a cell phone, your approximate GPS address is sent to the dispatch center. Depending on the age of the phone it is accurate to within a few meters to many meters. This is helpful if you're standing by yourself in the middle of an empty football field but isn't quite as useful if you're calling from your apartment. In the second case it leaves the emergency responders having to knock on the doors of all of your neighbors to try to find you. Be prepared to give your address, possibly more than once, to pinpoint your location.
2. Even though your telephone number is transmitted to the 9-1-1 center they will always ask you to verify the number to ensure that they have the correct number to call you back if your phone should drop the call.
3. Cell phone technology sends your call to the 9-1-1 center for the city where the cell tower you're calling through, not your location. Your phone could be attached to a cell tower outside of the city you are in. It is easier said than done, but be patient while the call is handled and transferred to the appropriate center. Callers need to know the address they are calling from and the address where resources are needed, but they also need to know what city they are in or if they are in the unincorporated county.



# Safety Message

4. Even if your cell phone is not active with a cellular provider it will still call 9-1-1. Please do not give your phones to children as toys...it can result in false 9-1-1 calls taking the time of dispatch call-takers that they are not available to answer other calls.

5. If you call 9-1-1 from a business phone landline, please be able to tell the call-taker the address that you are calling from. Many businesses have a central or corporate billing address that is different than satellite business locations. The billing address is what the call-taker sees on the computer screen, which means resources could be sent to a location other than where they are actually needed. This is a very important point! For example, Dynatronics (Mayor Cullimore's company) is located in Cottonwood Heights and has satellite offices in Michigan, California and Texas. They are all tied into the central system at the Cottonwood Heights location. If someone calls 9-1-1 from their office phone in Houston, it would ring at VECC, which is one of the dispatch centers here in the Salt Lake Valley! Dynatronics has trained their employees to use their cell phones to make 9-1-1 calls, rather than the landline phones in their offices.

While the technology of cell phones is a convenience that most of us enjoy, please be aware of the potential complications that this technology can create and become familiar with the points in this article.

Thanks and stay safe,

Mike Watson, Assistant Chief  
Unified Fire Authority



# Questions??

For further questions or comments please  
contact Assistant Chief Mike Watson  
[mwatson@ufa-slco.org](mailto:mwatson@ufa-slco.org)

**Unified Fire Authority**  
**3380 South 900 West**  
**Salt Lake City, UT 84119**  
**801-824-3705**  
[www.unifiedfire.org](http://www.unifiedfire.org)

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2015-10

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR ELECTION SERVICES (2015 PRIMARY AND GENERAL ELECTIONS)

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, Salt Lake County (the “*County*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, County desires to provide the services (“*Election Services*”) of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City to conduct its 2015 primary and general municipal elections; and

**WHEREAS**, the City is in need of such Election Services; and

**WHEREAS**, the City and the County jointly desire to enter into an interlocal agreement (the “*Agreement*”) whereunder the County will provide Election Services to the City on the terms and conditions specified in the Agreement; and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 24 February 2015 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement with the County be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City; and

**BE IT FURTHER RESOLVED** by the city council of Cottonwood Heights that the City selects the “Vote By Mail Election” option on Exhibit “B” to the Agreement.

This Resolution, assigned no. 2015-10, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 24<sup>th</sup> day of February 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

---

**Kory Solorio**, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 24<sup>th</sup> day of February 2015.

**RECORDED** this \_\_\_ day of February 2015.

# COTTONWOOD HEIGHTS

## RESOLUTION No. 2015-11

### A RESOLUTION APPROVING AND RATIFYING A GRANT AGREEMENT WITH SORENSON LEGACY FOUNDATION

**WHEREAS**, section 2.140.401 of the COTTONWOOD HEIGHTS CODE (the “*Code*”) establishes the “Cottonwood Heights Arts Council” (the “*Arts Council*”) for the city of Cottonwood Heights (the “*City*”); and

**WHEREAS**, following application (the “*Application*”) by the City on behalf of the Arts Council, Sorenson Legacy Foundation (the “*Foundation*”) awarded a \$3,000 grant (the “*Grant*”) to the City for use by the Arts Council in connection with Cottonwood Heights Community Orchestra as specified in the Application; and

**WHEREAS**, the City desires to approve and accept the Grant on behalf of the Arts Council; and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 24 February 2015 to consider, among other things, (a) approving and accepting the Grant as proposed, and (b) authorizing and ratifying the City’s execution and delivery of the grant agreement (the “*Agreement*”) required by the Foundation before releasing the Grant funds to the Arts Council; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and accept the Grant and to authorize and ratify the City’s execution and delivery of the Agreement to the Foundation as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that (a) the Grant is hereby accepted and approved, (b) the City’s mayor and recorder, and (as necessary) any appropriate officer of the Arts Council, are authorized and directed to execute and deliver the Agreement and any related documents and instruments on behalf of the City and the Arts Council, and (c) any prior execution and delivery of the Agreement by or on behalf of the City is hereby ratified and confirmed.

This Resolution, assigned no. 2015-11, shall take effect immediately upon passage.

**PASSED AND APPROVED** this 24<sup>th</sup> day of February 2015.

**COTTONWOOD HEIGHTS CITY COUNCIL**

By \_\_\_\_\_  
**Kelvyn H. Cullimore, Jr., Mayor**

**ATTEST:**

\_\_\_\_\_  
**Kory Solorio, Recorder**



**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

**DEPOSITED** in the office of the City Recorder this 24<sup>th</sup> day of February 2015.

**RECORDED** this \_\_\_ day of February 2015.

**GRANT AGREEMENT BETWEEN  
CITY OF COTTONWOOD HEIGHTS  
CHARITABLE ORGANIZATION  
AND  
SORENSEN LEGACY FOUNDATION**

This Grant Agreement (this "Agreement") is entered into by and between the Sorenson Legacy Foundation (the "Foundation") and [City of Cottonwood Heights](#) (the "Recipient"). The Foundation has awarded the Recipient a grant in the amount of \$3,000. The purpose of the grant is: [Cottonwood Heights Community Orchestra](#)

As stated in the grant application attached hereto as Exhibit A (the "Grant Application").

In accepting the grant, the Recipient agrees to the following terms and conditions:

1. The Recipient will use the grant funds only for the purpose(s) detailed in the Grant Application or as described in this Agreement and as restricted by the terms of this Agreement.

2. The Recipient is recognized by the Internal Revenue Service as an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a public charity under Section 509(a)(1) of the Code, by reason of normally receiving a substantial part of its support from governmental units or the general public. If there is a change in either the Recipient's status as a tax-exempt organization or as a public charity prior to the Recipient's expenditure of all of the grant funds in accordance with the terms of this Agreement, the Recipient shall notify the Foundation of such change in status.

3. The Recipient will provide reports on the use of the grant funds. Any such report shall be signed by an officer or trustee of the Recipient. The Recipient will maintain records of receipts and disbursements of grant funds for at least four years from the date of grant.

4. The Recipient will return all grant funds that are not used for the purpose of the grant by [February 28, 2016](#) or within twelve (12) months of receipt of grant funds, whichever is later. In the event that the project for which the grant funds are requested is not complete by that date, the Recipient shall inform the Foundation in writing of this fact and request an extension of time. In analyzing the use of its grant funds, the Foundation considers its grant to be the last grant made, so that additional funds remaining at the end of the project will be considered the property of the Foundation. In the event that other foundations have made a similar request, the Foundation at a minimum requires that any grant funds remaining be divided on a pro rata basis based on the financial contributions to the project of other funding sources requesting prioritization.

5. No portion of the grant funds will be used for any purpose other than the purpose stated in the Grant Application or this Agreement. Further, no portion of the grant funds will be used to carry on propaganda or otherwise attempt to influence legislation, to influence the outcome of a public election, to carry on a voter registration drive, to make a grant that does not comply with Code Section 4945(d)(3) or (4), or to finance an activity for any purpose other than the charitable purposes stated in Code Section 170(c)(2)(B).

6. The Recipient represents and warrants that: (a) this grant does not satisfy or discharge in whole or part any obligation of any officer, director, trustee or other party associated with the Foundation; and (b) no gift, gratuity, financial payment or benefit has been or will be offered, promised, or given to any of the parties described in the foregoing provision (a) in connection with the grant.

This Agreement shall be effective when signed by all parties as of the latest of the dates below.

Sorenson Legacy Foundation

(Recipient) COTTONWOOD HEIGHTS

By: \_\_\_\_\_  
Printed Name: Lisa Meiling  
Title: Grants Manager

By: [Signature]  
Printed Name: RELVYN H. CULLINDRE, JR.  
Title: MAYOR

Date: \_\_\_\_\_ Date: 02-10-2015



WITNESSES:

BY: [Signature]  
KORY SOLARIO, RECORDER

**SALT LAKE COUNTY CLERK ELECTIONS DIVISION  
INTERLOCAL COOPERATION AGREEMENT**

**COTTONWOOD HEIGHTS**

**-AND-**

**SALT LAKE COUNTY on behalf of the  
COUNTY CLERK ELECTION'S DIVISION**

**FOR MUNICIPAL ELECTION**

THIS AGREEMENT is made and entered into the \_\_\_\_ day of February, 2015, by and between the city of COTTONWOOD HEIGHTS ("City"), and SALT LAKE COUNTY, a political subdivision of the State of Utah ("County"), on behalf of the Salt Lake County Clerk's Office, Elections Division.

**WITNESSETH:**

WHEREAS, the County desires to provide the services of its Clerk's office, Elections Division, to the City for the purpose of assisting the City in conducting the City's 2015 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services; and

WHEREAS, the governing bodies of the Parties are public agencies and are, therefore, authorized by the Utah Interlocal Cooperation Act, §11-13-101, et seq., Utah Code Ann., 1953 as amended, to enter into agreements to cooperate with each other in a manner which will enable them to make the most efficient use of their resources and powers; and

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. **Term.** County shall provide election services described below to the City commencing on the date this Agreement is executed and terminating on December 31, 2015. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Salt Lake County Clerk's Office, Elections Division shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County Clerk shall perform the listed election functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2015 primary and general municipal election. **City hereby selects the "Vote By Mail Election" option under Exhibit "B."**

3. **Legal Requirements.** The County and the City understand and agree that the 2015 City primary and general municipal election is the City's election. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County, attached as Exhibit "B." The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, *et seq.*, 1953, as amended ("Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts, and omissions of its own employees, agents and contractors. It is not the intent of the Parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. **No Obligations to Third Parties.** The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

7. **Indemnification.** Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of City, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. **Election Records.** The City shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901, 1953, as amended, and all other relevant local, state and federal laws.

9. **Service Cancellation.** If the Agreement is canceled by the City as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

10. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

11. **Agency.** No agent, employee or servant of City or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. City and County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement.

12. **Force Majeure.** Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, City or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County

Salt Lake County Mayor  
2001 South State Street, N-2100  
Salt Lake City, Utah 84190

and

Ms. Dahnelle Burton-Lee  
Chief Deputy  
Salt Lake County Clerk's Office  
2001 South State, Suite S-2200  
Salt Lake City, Utah 84190-1050  
Email: [dburton-lee@slco.org](mailto:dburton-lee@slco.org)

City

John Park  
Cottonwood Heights City Manager  
1265 East Fort Union Blvd., Suite 250  
Cottonwood Heights, UT 84047  
Email: [jpark@ch.utah.gov](mailto:jpark@ch.utah.gov)

and

Wm. Shane Topham  
Cottonwood Heights City Attorney  
CALLISTER NEBEKER & McCULLOUGH  
10 East South Temple, 9th Floor  
Salt Lake City, UT 84133  
Email: [wstopham@cnmlaw.com](mailto:wstopham@cnmlaw.com)

14. **Required Insurance Policies.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on November 3, 2015, certain decisions by the County referenced in Exhibit A may not be subject to review by the City. It is therefore understood by the Parties that the County acts as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing the same scope and level of service to all participating jurisdictions made for the benefit of the whole as set out in Exhibit "A."

16. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises City's operations, or authorizes funding or payments to City.



17. **Ethical Standards.** City represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

18. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the City and the County (for purposes of this section, each is a “party” and collectively the “parties”) agree as follows:

- (a) This Agreement shall be approved by each party, pursuant to § 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act ;
- (c) Any duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.
- (f). County and City Representatives
  - (1) County designates the County Clerk as the County’s representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.

(2) City designates the City's Manager as the City's representative in its performance of this Agreement. The City's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY:

ATTEST:

COTTONWOOD HEIGHTS

By: \_\_\_\_\_  
Kory Solorio, Recorder

By: \_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

Approved as to form:

\_\_\_\_\_  
Wm. Shane Topham, City Attorney

SALT LAKE COUNTY

Agreed to:

By \_\_\_\_\_  
Mayor Ben McAdams or Designee

By \_\_\_\_\_  
Sherrie Swensen, County Clerk

Approved as to form:

\_\_\_\_\_  
Paula Smith, Deputy District Attorney

Exhibit "A"  
2015 Municipal Elections  
Scope of Work

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, U.C.A. (as amended). The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal elections and the County agrees to conduct a vote by mail/consolidated polls election for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election Vote Center/Early Vote Locations
- Absentee Ballot administration
- Updating state and county websites
- Tabulating, reporting, auditing and canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. § 20A-9-203)
- Direct payment of all costs associated with the election to include poll workers, training, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of primaries, the number of jurisdiction participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

**Exhibit “B”**  
**2015 Election Estimate**  
**Cottonwood Heights**

Below is the good faith estimate for the upcoming **2015 Municipal Election** for the city of Cottonwood Heights. The city will be billed for actual costs, which will not exceed this estimate.

Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 12/5/2014): 9,065
- B. Permanent Vote by Mail voters (as of 12/5/2014): 2,922
- C. Worst case primary election.
- D. General election for the 2015 offices below.

<b>2015 Offices</b>	<b>Estimate</b>
Council #1	
Council #2	
Vote By Mail Election	\$35,534.80
Consolidated Polls Election	\$37,509.59

Your estimate for traditional polls would have been \$39,886. However, we are not offering that option this year.